



BellSouth Telecommunications, Inc.

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EXECUTIVE SECRET

October 4, 2001

VIA HAND DELIVERY

Mr. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: *Petition of MCI WorldCom to Enforce Interconnection Agreement with BellSouth Telecommunications, Inc.*
Docket No. 01-00513

Dear Mr. Waddell:

Enclosed please find the original and thirteen copies of the direct testimony of Richard McIntire and Patrick Finlen. Copies have been provided to counsel of record.

Cordially,

Joelle Phillips

JP/jej

Enclosure

CERTIFICATE OF SERVICE

I hereby certify that on October 4, 2001, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☒ Facsimile
- ☐ Overnight

Henry Walker, Esquire
Boult, Cummings, Conners & Berry
Post Office Box 198062
Nashville, Tennessee 37219-8062

A handwritten signature in cursive script, appearing to read "Julie Phillips", is written over a horizontal line.

1 Bellsouth Telecommunications, Inc.

2 Direct Testimony of Richard McIntire

3 Before the Tennessee Regulatory Authority

4 Docket No. 01-00513

5 October 4, 2001

6
7
8 Q. Please state your name, position, and address with Bellsouth
9 Telecommunications, Inc. (hereinafter referred to as
10 "Bellsouth").

11
12 A. My name is Richard McIntire. I am employed by BellSouth as an Operations Director in
13 the Local Interconnection Services Center ("LISC"). My business address is 600 North
14 19th Street, Birmingham, Alabama, 35203.

15
16 Q. Please describe your current responsibilities.

17
18 A. Currently, I have the responsibility of managing the LISC Invoicing Group, which
19 verifies and pays invoices from competitive local exchange carriers ("CLECs"), paging
20 companies, and commercial mobile radio service ("CMRS") providers. These invoices
21 represent services and facilities purchased by BellSouth from CLECs, paging companies
22 and CMRS providers.

1 Q. PLEASE SUMMARIZE YOUR BACKGROUND AND EXPERIENCE.

2
3 A. In 1973, I received a Bachelor of Science degree in Civil Engineering from the
4 University of Kentucky. I am a Licensed Professional Engineer, having obtained that
5 license in 1978. I began employment with BellSouth in 1973, and held several positions
6 in the Network Department before assuming my current position in January 1998.

7
8 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

9
10 A. The purpose of my testimony is to explain BellSouth's method of determining the
11 jurisdiction of traffic originated by BellSouth and terminated by MCI WorldCom ("MCI
12 WorldCom"). BellSouth makes this jurisdictional determination through the use of a
13 percentage local use ("PLU") factor. For the traffic in dispute in this proceeding, a PLU
14 is the most accurate method of determining jurisdiction. Further, I will address the
15 correct number of minutes upon which reciprocal compensation should be calculated in
16 this case.

17
18 **ISSUE REGARDING THE JURISDICTION OF TRAFFIC**

19
20 Q. HOW DOES BELL SOUTH DETERMINE THE JURISDICTION OF TRAFFIC
21 ORIGINATED BY BELL SOUTH AND TERMINATED BY MCI WORLD COM?

1 A. BellSouth utilizes a two-step process in determining the jurisdiction of traffic (*i.e.*,
2 whether a call is local, IntraLATA, or InterLATA). Initially, BellSouth's switches record
3 the automatic message accounting ("AMA") data for each call originated by BellSouth.
4 In a nutshell, the AMA data provides the NPA/NXXs of the origination point and
5 termination point of the call, which provides a starting point, in the determination of
6 whether the call is local, IntraLATA toll, or InterLATA.

7
8 In the second step, the AMA data is compared to customer service record ("CSR")
9 information to determine whether any one of thirteen extended calling area plans is used
10 by the originating end-user. These extended area calling plans can transform a call that
11 traditionally would be IntraLATA into a call that is local. Thus, if BellSouth originates a
12 call that is local, the jurisdiction is categorized as local. If the BellSouth-originated call
13 appears to be IntraLATA, the originating telephone number is compared against
14 BellSouth CSR records to determine if the originating end-user has a calling plan under
15 which the call would be local. If the call is in fact local because of the plans, then the
16 jurisdiction is counted as local. If the call is in fact IntraLATA, then the jurisdiction is
17 counted as IntraLATA. In addition, BellSouth must also determine whether any of the
18 calls that appear to be IntraLATA are actually local calls due to the TRA-mandated
19 program of county-wide local calling. BellSouth utilizes this comparison process in
20 calculating a PLU that accurately reflects the percentage of local calls being terminated
21 by MCI WorldCom.

1 Q. CAN MCI WORLDCOM DETERMINE THE JURISDICTION OF A CALL BASED
2 SOLELY ON THE AMA DATA?

3
4 No. As described above, the AMA data being used provides nothing more than the
5 originating and terminating NPA-NXX and the duration of that call. As discussed below,
6 even MCI WorldCom has conceded in Docket No. 99-00662 that it must use a "Step 2"
7 process to use the AMA data to determine jurisdiction. Obviously, this raw AMA data
8 does not take into account the fact that many end-users subscribe to local calling plans
9 that change traditional local calling areas or the impact of county-wide calling. Without
10 this calling plan information, which can only be obtained by BellSouth through
11 proprietary CSR data, MCI WorldCom cannot accurately determine the jurisdiction of a
12 call that MCI WorldCom terminates for BellSouth.

13
14 Q. DO THE AVAILABLE EXTENDED AREA CALLING PLANS INVOLVE MANY
15 END-USERS?

16
17 A. Yes. As reflected in Exhibit 1 to my testimony, as of February 2001, over 100,000 end-
18 users subscribed to such extended-area calling plans. Moreover, each such end-user may
19 make numerous calls each month that would appear, based on AMA data, to be
20 IntraLATA, when they are in fact local. In addition, every Tennessee citizen is entitled to
21 county-wide calling. These calls could also appear to be IntraLATA, if county-wide
22 calling were ignored.

1 Q. HOW DOES BELL SOUTH CALCULATE THE PLU THAT MCI WORLDCOM IS
2 REQUIRED TO USE IN SUBMITTING INVOICES TO BELL SOUTH?

3
4 A. BellSouth determines the jurisdiction of calls using the two-step method described above.
5 Based on this determination, each quarter BellSouth calculates the IntraLATA PLU by
6 dividing the total local minutes of use by the total minutes of use collected (*i.e.*, local call
7 minutes + IntraLATA call minutes). By using this method, BellSouth's PLU correctly
8 jurisdictionalizes calls made in conjunction with extended area local calling plans and
9 county-wide calling.

10
11 Q. HAS MCI WORLDCOM BEEN USING THE BELL SOUTH PROVIDED PLU?

12
13 A. No, MCI WorldCom refused to use BellSouth's PLU and has asserted in Docket No. 99-
14 00662 that MCI WorldCom determines traffic jurisdiction by first gathering the AMA
15 data and second comparing it to the rate centers as set forth in the General Subscriber
16 Services Tariff. This is also a two-step system, but MCI WorldCom's "Step-2" does not
17 address the issues created by extended area local calling plans and county-wide calling.

18
19 Q. DOES MCI WORLDCOM'S TWO-STEP SYSTEM PRODUCE ACTUAL CHARGE
20 INFORMATION?

21
22 A. No. MCI WorldCom's "Step-2" relies on the information set out in the tariff. The tariff
23 merely sets out the rate centers. Obviously, it does not identify the calls that are made by

1 particular end-users with the local calling plans described above and, therefore, does not
2 produce actual charge information. Without knowing the calling plans of each specific
3 end-user, it is not possible to produce accurately "actual charge information." For
4 example, two next door neighbors could call the same number, but depending on their
5 calling plan, one neighbor would place a local call while one would place an IntraLATA
6 call. MCI WorldCom's assertion that their methodology is more accurate than the use of
7 a PLU is wrong because their methodology has no means to account for the calling plans
8 and county-wide calling issues described above, while the BellSouth PLU takes these
9 issues into account.

10
11 Q. HAVE YOU GATHERED AND JURISDICTIONALIZED THE NUMBER OF
12 MINUTES UPON WHICH RECIPROCAL COMPENSATION SHOULD BE
13 CALCULATED WITH RESPECT TO ISP-BOUND TRAFFIC?

14
15 A. Yes. I have prepared a spreadsheet using the total minutes of use invoiced by MCI
16 WorldCom, the PLUs provided by BellSouth, the end office rates for local and the
17 IntraLATA rates. To demonstrate the comparison of MOUs and rates used, our
18 spreadsheet includes both MCI WorldCom's and BellSouth's numbers for ease of
19 reference. Unlike the dispute in Docket No. 99-00662, in this matter BellSouth has no
20 material dispute concerning the total number of minutes invoiced. I have attached the
21 spreadsheet that I have prepared as Exhibit 2. As reflected in Exhibit 2, BellSouth's
22 calculation demonstrates that the total number of local minutes upon which reciprocal
23 compensation should be calculated is 3,558,530,955, which includes both ISP-bound

traffic and local minutes. BellSouth has paid reciprocal compensation, exclusive of ISP-bound traffic, in the amount of \$2,328,393.84.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

AFFIDAVIT

STATE OF: Alabama
COUNTY OF: Jefferson

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Richard McIntire-Operations Director, Interconnection Services, BellSouth Telecommunications, Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 01-00513 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 7 pages and 2 exhibit(s).

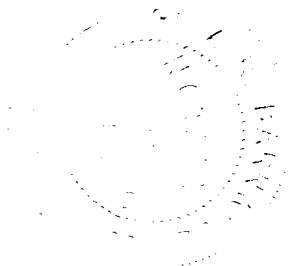


Richard McIntire

Sworn to and subscribed
before me on Oct 2, 2001


NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT
MY COMMISSION EXPIRES: D:
BONDED THRU NOTARY PUBLIC UNL



Tennessee		Number of End-Users Subscribing to Plan
Service		Feb-01
Area Plus 40 miles		15,302
APCC 40 miles		14,313
Low Use Measured		3,206
Measured Service		4,679
Message Rate		57,279
RegionServ w/o discount		5,715
RegionServ w/discount		5,246
Morristown Economy*		117
Morristown Standard*		139
Memphis-Collierville Flat Rate**		5,238
Memphis-Collierville Message Rate**		138
Memphis-Collierville Measured Rate**		9
Memphis-Collierville Low Use Measured**		1
State Total		111,382

* Plans addressing east-Tennessee areas.

** Plans addressing Memphis area.

DATE	Brooks			BellSouth Collected MOUs	Brooks			Brooks			BellSouth		
	Brooks Total Invoice MOUs	Brooks Invoice Local MOUs	Brooks Invoice PLU		Brooks Recal'd IntraLata MOUs	Brooks Recal'd Local MOUs	Brooks Invoiced IntraLata Rates	Brooks Invoiced Local Rates	BellSouth IntraLata Rates	BellSouth Office Rates			
Aug-98	33,884,871	33,884,871	0.990	40,766,529	338,849	33,546,022	0.03784	0.0175	0.0365470	0.0019			
Sep-98	51,586,273	51,586,273	0.988	42,413,841	619,035	50,967,238	0.03784	0.0175	0.0365470	0.0019			
Oct-98	50,838,933	50,838,933	0.988	51,627,407	610,067	50,228,866	0.03784	0.0175	0.0365470	0.0019			
Nov-98	52,316,344	732,226	0.987	56,519,006	680,112	51,636,232	0.03784	0.0175	0.0365470	0.0019			
Dec-98	50,822,932	687,932	0.987	56,848,568	660,698	50,162,234	0.038337	0.0175	0.0365470	0.0019			
Jan-99	56,278,899	1,791,053	0.987	58,710,708	731,626	55,547,273	0.038337	0.0175	0.0365470	0.0019			
Feb-99	53,656,014	1,675,751	0.973	58,316,009	1,448,712	52,207,302	0.039297	0.005	0.0365470	0.0019			
Mar-99	42,731,637	1,470,916	0.973	48,138,287	1,153,754	41,577,883	0.039297	0.005	0.0365470	0.0019			
Apr-99	51,393,791	1,781,809	0.973	54,828,578	1,387,632	50,006,159	0.039297	0.005	0.0365470	0.0019			
May-99	47,196,961	1,615,661	0.968	49,435,433	1,510,303	45,686,658	0.039297	0.005	0.0192730	0.0019			
Jun-99	48,118,776	1,629,909	0.968	48,295,647	1,539,801	46,578,975	0.019273	0.005	0.0192730	0.0019			
Jul-99	45,344,093	1,842,402	0.968	52,859,959	1,451,011	43,893,082	0.019273	0.005	0.0192730	0.0019			
Aug-99	51,115,193	1,412,402	0.986	70,984,346	715,613	50,399,580	0.019273	0.005	0.0159100	0.0019			
Sep-99	56,971,201	1,699,372	0.986	79,055,409	797,597	56,173,604	0.01631	0.005	0.0159100	0.0019			
Oct-99	66,844,491	1,966,380	0.986	66,188,736	935,823	65,908,668	0.01631	0.005	0.0159100	0.0019			
Nov-99	76,564,709	2,712,940	0.977	71,295,677	1,760,988	74,803,721	0.01631	0.005	0.0159100	0.0019			
Dec-99	87,383,396	2,946,279	0.977	76,377,471	2,009,818	85,373,578	0.01631	0.005	0.0159100	0.0019			
Jan-00	95,861,432	3,222,850	0.977	89,221,146	2,204,813	93,656,619	0.01631	0.005	0.0159100	0.0019			
Feb-00	118,017,672	2,973,078	0.990	109,629,743	1,180,177	116,837,495	0.01631	0.005	0.0142670	0.0019			
Mar-00	113,301,527	2,648,368	0.990	104,280,312	1,133,015	112,168,512	0.01631	0.005	0.0142670	0.0019			
Apr-00	120,666,666	2,876,886	0.990	110,300,594	1,206,667	119,459,999	0.01631	0.005	0.0142670	0.0019			
May-00	119,521,317	2,917,733	1.000	108,592,420	-	119,521,317	0.01631	0.005	0.0142670	0.0019			
Jun-00	112,172,910	1,165,684	1.000	103,601,600	-	112,172,910	0.01631	0.005	0.0142670	0.0019			
Jul-00	114,472,414	1,259,192	1.000	106,608,613	-	114,472,414	0.01631	0.005	0.0142670	0.0019			
Aug-00	118,785,276	2,201,987	0.990	110,256,364	1,187,853	117,597,423	0.01631	0.005	0.0087490	0.0019			
Sep-00	118,783,940	2,156,769	0.990	114,864,300	1,187,839	117,596,101	0.009659	0.005	0.0087490	0.0019			
Oct-00	115,717,455	2,179,983	0.990	114,215,973	1,157,175	114,560,280	0.009659	0.005	0.0087490	0.0019			
Nov-00	134,485,759	1,520,870	1.000	132,036,722	-	134,485,759	0.009659	0.005	0.0087490	0.0019			
Dec-00	138,279,621	1,579,463	1.000	141,656,946	-	138,279,621	0.009149	0.005	0.0087490	0.0019			
Jan-01	149,914,143	1,683,595	1.000	153,468,438	-	149,914,143	0.009149	0.005	0.0087490	0.0019			
Feb-01	164,656,512	3,358,199	0.988	172,907,075	1,975,878	162,680,634	0.005971	0.005	0.0055710	0.0019			
Mar-01	156,248,094	2,170,495	0.988	156,002,972	1,874,977	154,373,117	0.005971	0.005	0.0055710	0.0019			
Apr-01	170,822,337	2,023,576	0.988	168,195,899	2,049,868	168,772,469	0.005971	0.005	0.0055710	0.0019			
May-01	152,078,760	1,648,539	1.000	151,040,451	-	152,078,760	0.004245	0.005	0.0055710	0.0019			
Jun-01	152,017,819	1,641,941	1.000	150,347,868	-	152,017,819	0.004245	0.005	0.0055710	0.0019			
Jul-01	150,939,388	1,673,549	1.000	148,915,757	-	150,939,388	0.004245	0.005	0.0038450	0.0019			
Aug-01	152,249,100	1,864,588	1.000	156,642,467	-	152,249,100	0.004245	0.005	0.0038450	0.0019			
	3,592,040,656	66,732,377		3,585,447,271	33,509,701	3,558,530,955							

1 Bellsouth Telecommunications, Inc.

2 Direct Testimony of Patrick C. Finlen

3 Before the Tennessee Regulatory Authority

4 Docket No. 01-00513

5 October 4, 2001

6
7
8 Q. Please state your name, address, and position with Bellsouth
9 Telecommunications, Inc. (hereinafter referred to as
10 "Bellsouth").

11
12 A. My name is Patrick C. Finlen. I am employed by BellSouth as a Managing Director in
13 the Interconnection Services, Marketing Department. My business address is 675 West
14 Peachtree Street, Atlanta, Georgia, 30375.

15
16 Q. Please describe your current responsibilities.

17
18 A. I currently have the responsibilities of negotiating local interconnection contracts with
19 Competitive Local Exchange Companies ("CLECs") and supervising other negotiators in
20 this Department. I have overall responsibility for numerous negotiations including MCI
21 WorldCom.

22
23 Q. Please summarize your background and experience.

1 A. I received a Master of Arts Degree in Public and Private Management in 1994, and a
2 Bachelor of Arts Degree in Accounting in 1985 from Birmingham-Southern College in
3 Birmingham, Alabama. I also have an Associate of Science degree in Data Processing
4 from Jefferson State Junior College in Birmingham, Alabama. I began employment with
5 South Central Bell in 1977, and have held various positions in the Network Operations,
6 Consumer Forecasting, Marketing, Regulatory, and Customer Markets Wholesale Pricing
7 Departments before assuming my current responsibilities in the Interconnection Services,
8 Marketing Department.

9
10 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

11
12 A. The purpose of my testimony is to address the terms and conditions of the
13 Interconnection Agreement that govern the calculation of reciprocal compensation.

14
15 Q. WHAT ARE THE REMAINING ISSUES IN THIS CASE?

16
17 A. There are two major issues: (1) the appropriate rate for the traffic at issue -- which
18 accounts for the majority of the disputed amount, and (2) the method of determining the
19 jurisdiction of the traffic exchanged by the parties.

20
21 Q. WHAT IS THE APPROPRIATE RECIPROCAL COMPENSATION RATE FOR THE
22 TRAFFIC AT ISSUE IN THIS CASE?

23
24 A. The appropriate rate for reciprocal compensation for the traffic at issue in this case is
25 \$0.0008041 per minute of use. Table 1 of Attachment 1 of the Interconnection

1 Agreement sets forth the interim rate for end office switching -- local termination at
2 \$0.004 per minute of use. Section 1.1 of Attachment 1 states that the rates in the
3 Interconnection Agreement are interim and subject to true-up until the Tennessee
4 Regulatory Authority ("TRA") sets permanent rates. The TRA ordered a rate of
5 \$0.0008041 per minute of use on December 19, 2000.

6
7 Since the parties were heavily involved in negotiations on a new "Follow-On"
8 Interconnection Agreement at that time, neither party actively sought to exercise its right
9 to true-up the payments made. However, Section 3, Part A of the current Interconnection
10 Agreement states that the terms of the next Interconnection Agreement will apply
11 retroactively to the expiration date of the Interconnection Agreement at issue in this case.
12 The terms of that Interconnection Agreement will incorporate the TRA-ordered rates.
13 The TRA's ordered rates are not optional. Absent a new rate negotiated by the parties,
14 neither party is entitled to retain the outdated rates over the other party's objection.

15
16 Q. IS AN AMENDMENT NECESSARY TO EFFECTUATE THE TRA'S ORDERED
17 RATE FOR END OFFICE SWITCHING?

18
19 A. No. Attachment IV, Section 2.2.1 states that the rates for reciprocal compensation are as
20 set forth in the Interconnection Agreement "... and the Order of the TRA." While
21 BellSouth prefers to effectuate changes to an Interconnection Agreement by a written
22 amendment, based on the clear language of the Interconnection Agreement, I do not
23 believe that an amendment to the Interconnection Agreement is necessary to update the
24 reciprocal compensation rates. Accordingly, the rate under this contract changed
25 automatically when the rate in the "Order of the TRA" changed. Moreover, BellSouth

1 has not sought to amend the contract given MCI WorldCom's consistent statements that it
2 is unwilling to accept such an amendment. Given that an amendment is not necessary,
3 BellSouth has declined to pursue an amendment in light of MCI WorldCom's clear
4 statements that such an amendment would be rejected. While we believe an amendment
5 is unnecessary, we also believe that MCI WorldCom is required to accept such an
6 amendment pursuant to Paragraph 3 of the opt-in agreement between the parties.
7

8 Q. HAS MCI WORLDCOM EXPRESSED ANY DESIRE TO USE STATE- OR FCC-
9 ORDERED RATES UNDER OTHER CIRCUMSTANCES?
10

11 A. Yes. As I mentioned earlier, MCI WorldCom and BellSouth are currently negotiating
12 new Interconnection Agreements throughout BellSouth's region. MCI WorldCom has
13 agreed to accept the TRA and FCC-ordered reciprocal compensation rates in its new
14 Interconnection Agreement in Tennessee, which agreement will be finalized following the
15 entry of an order in the MCI arbitration, Docket No. 00-00309
16

17 Q. WHAT IS THE APPROPRIATE METHOD FOR DETERMINING THE
18 JURISDICTION OF TRAFFIC EXCHANGED BETWEEN THE PARTIES?
19

20 A. Section 7.1 of Attachment IV of the Interconnection Agreement calls for the parties to use
21 Automatic Message Accounting ("AMA") recordings as the starting point for billing.
22 Given the nature of this data, however, no one could seriously contend that AMA data
23 alone can be used to determine the jurisdiction of calls.
24

1 Q. WHAT OTHER PROVISIONS IN THE INTERCONNECTION AGREEMENT
2 ADDRESS USAGE MEASUREMENT AND DETERMINATION OF JURISDICTION?
3

4 A. In addition to Section 7.1 of Attachment IV discussed above, other provisions, which
5 must be read together, must be considered. Specifically, Section 7.3 states that the parties
6 are to exchange usage reports, including a Percent Local Use ("PLU") factor. In addition,
7 Section 8.2 says that these reports are to be used to "... facilitate the proper billing of
8 traffic." To my knowledge, MCI WorldCom cannot create actual charge information to
9 determine the jurisdictionality of any call originated by BellSouth without making use of
10 the BellSouth-provided PLU factor. Again, although AMA recordings are used as a
11 starting point in determining the total number of minutes carried on a facility for a given
12 billing period, they do not determine the jurisdiction, and hence, the proper billing of the
13 individual calls.
14

15 In Docket 99-00662, MCI WorldCom claimed that it can use terminating AMA
16 recordings to compare the originating and terminating NPA-NXX to a table that defines
17 calls as local or toll based on the NPA-NXXs associated with each rate center. MCI
18 WorldCom has failed to explain how NPA-NXXs can be used to determine
19 jurisdictionality when MCI WorldCom cannot know which BellSouth end-users subscribe
20 to an extended area plan. In addition, as described by MCI WorldCom, the MCI
21 WorldCom methodology fails to account for instances in which end users have made toll-
22 free intra-county calls. Moreover, the phenomenon of virtual NPA/NXXs could further
23 render the MCI WorldCom method erroneous. Given MCI WorldCom's failure to
24 address any of these issues, it is difficult to understand how MCI WorldCom can contend
25 that it provides actual charge information.

1
2 Q. SINCE THE INTERCONNECTION AGREEMENT REQUIRES THE USE OF A SELF-
3 REPORTED PLU TO DETERMINE PROPER BILLING, DO THE PARTIES HAVE
4 ANY MEANS OF ASSURING THEMSELVES THAT THE PLU IS ACCURATE?

5
6 A. Yes. Section 8.2 of Attachment IV allows either party to request an audit of the PLU
7 factor and other self-reported usage reports if desired. MCI WorldCom has not asked for
8 such an audit.

9
10 MCI WorldCom cannot create actual usage data in the manner it asserted in Docket 99-
11 00662 because the AMA data is merely the starting point in the two-step process for
12 determining call jurisdiction. The PLU is the most accurate methodology available, and it
13 is required under the contract. Moreover, in the absence of actual charge information,
14 MCI WorldCom is not free to choose its own method for determining jurisdiction.
15 Rather, it must use the method determined by the parties for instances in which there is no
16 actual charge information available. In connection with the disputes at issue in Docket
17 99-00662, Mr. Aronson of MCI WorldCom confirms that the contract requires the use of
18 a PLU "in instances where actual charge information is not available."

19
20 Q. WHAT DO YOU WANT THE AUTHORITY TO DO?

21
22 A. BellSouth requests the Authority determine that any amounts due in this case for the
23 transportation and termination of traffic be calculated at the end office rate of \$0.008041
24 per minute of use and that minutes of use for local traffic are calculated using a self-
25 reported PLU.

1

2 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

3

4 A. Yes.

AFFIDAVIT

STATE OF: Georgia
COUNTY OF: Fulton

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and County aforesaid, personally came and appeared Patrick C. Finlen-Managing Director, Interconnection Services, BellSouth Telecommunications, Inc., who, being by me first duly sworn deposed and said that:

He is appearing as a witness before the Tennessee Regulatory Authority in Docket No. 01-00513 on behalf of BellSouth Telecommunications, Inc., and if present before the Authority and duly sworn, his testimony would be set forth in the annexed testimony consisting of 7 pages and 0 exhibit(s).



Patrick C. Finlen

Sworn to and subscribed
before me on Oct. 2, 2001


NOTARY PUBLIC

Notary Public, Gwinnett County, Georgia
My Commission Expires June 27, 2005